any afterborn child and would therefore be void, if there were only a single power. But he came to the conclusion that there were two powers, one to pay to the nephew, which was necessarily confined to his life and consequently valid, the other to apply for the benefit of him or his wife or children, which might be exercised at a time too remote and was therefore void. J. L. T.

RECENT CASES.

AGENCY — AGENT'S LIABILITY TO THIRD PERSONS — PARTIES TO WRITINGS: PAROL EVIDENCE TO EXONERATE AGENT. — The plaintiff and the defendant entered into a written contract with the oral understanding that the contract was between the plaintiff and the defendant's principal. *Held*, that parol evidence is not admissible to exonerate the defendant. *Gordon Malting Co.* v. *Bartels Brewing Co.*, 206 N. Y. 528, 100 N. E. 457.

When the parties to a contract have embodied the terms in a written agreement, parol evidence is in general inadmissible to show that the actual agreement was otherwise. *Van Syckel* v. *Dalrymple*, 32 N. J. Eq. 233. See 4 WIGMORE, EVIDENCE, § 2425. Under the facts of the principal case, therefore, the agent cannot show that he was to be free from personal liability. *Nash* v. *Towne*, 5 Wall. (U. S.) 689; *Cream City Glass Co.* v. *Friedlander*, 84 Wis. 53. See *Higgins* v. *Senior*, 8 M. & W. 834, 844. If there is any ambiguity on the face of the instrument as to the rôle in which the agent acts, it is explainable. *Kean* v. *Davis*, 21 N. J. L. 683; *Armstrong* v. *Andrews*, 109 Mich. 537, 67 N. W. 567. And if agents in signing their own names carried the fiction of agency so far as actually to denote their principals thereby, the evidence might be admissible to construe the meaning of the signature. *Cf. Myers* v. *Sarl*, 3 El. & El. 306. But it would not seem that agents do so use their names. Force is lent to the suggestion, however, by the admission of evidence to charge the principal under the same facts. *Calder* v. *Dobell*, L. R. 6 C. P. 486; *Lerned* v. *Johns*, 91 Mass. 419. *Contra*, *Chandler* v. *Coe*, 54 N. H. 561. But evidence of collateral agreements is admissible if the written document is one which might naturally not include that agreement and was not so intended. If the parties intended a double liability, they might be likely not to seek to bind both principal and agent on the same document. Evidence that the principal was also to be bound on the contract can be properly admissible only on this ground.

AGENCY — PRINCIPAL'S LIABILITY FOR ACTS OF INDEPENDENT CONTRACTOR — LIABILITY FOR NEGLIGENT BLASTING. — An independent contractor was engaged in blasting on the defendant's land. Due to his negligence rocks were hurled upon the plaintiff's land. *Held*, that the plaintiff may recover from the landowner. *Hounsome* v. *Vancouver Power Co.*, 23 West. L. Rep. 167. (Brit. Col., Ct. App.)

Under the English rule of absolute liability for injury caused by the escape of anything brought onto his land, an owner is liable even though the escape was caused by the act of an independent contractor. *Rylands* v. *Fletcher*, L. R. 3 H. L. 330. Such a broad rule would cover this case. But in many jurisdictions in this country this absolute liability is not recognized. *Marshall* v. *Wellwood*, 38 N. J. L. 339; *McCafferty* v. *Spuyten Duyvil & P. M. R. Co.*, 61 N. Y. 178. When, indeed, the act of the contractor is such that the injury flows directly and necessarily from this act, the owner is liable in trespass, without regard to negligence. *Hay* v. *Cohoes Co.*, 2 N. Y. 159; *Hoffman* v. *Walsh*, 117 Mo. App. 278, 93 S. W. 853. But otherwise, by the weight of authority, and